

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
SAMPLE APPLICATION FORM**

FOR CUSTOMER-SITED RENEWABLE ENERGY SOURCE ELIGIBILITY

Pursuant to New Hampshire Admin. Code Puc 2500 Rules

Pursuant to Puc 202, the signed application shall be filed with the Executive Director and Secretary of the New Hampshire Public Utilities Commission (Commission). To ensure that your submitted application is complete, please read RSA 362-F and N.H. Code Admin. Rules Puc 2500 before filling out this application. It is the burden of the applicant to provide timely, accurate and complete information as part of the application process. Any failure by the applicant to provide information in a timely manner may result in the Commission dismissing this application without prejudice.

NOTE: When completing this application electronically, using the "tab" key after completing each answer will move the cursor to the next blank to be filled in. If a question is not applicable to your facility, then check the box next to N/A.

1. **ELIGIBILITY CLASS APPLIED FOR:** ☐ I ☒ II SOLAR

2. Applicant's legal name: Integrus Energy Services, Inc.

3. Residential or (1) c/o Corey Schultz

Business Address: (2) 1716 Lawrence Dr

(as applicable to
the site of the (3)

renewable energy facility)	DePere	WI	54115
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(City) (State) (Zip Code)

4. Telephone number: 920-617-6119

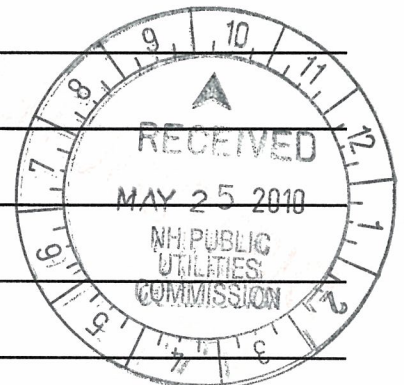
5. Facsimile number: 920-617-6071

6. Email address: ceschultz@integrysenergy.com

7. Installer's Name: SunPower Corporation, Systems

8. Business Address: (1) 1414 Harbour Way South

(2)



(3)

Richmond CA 94804
(City) (State) (Zip Code)

9. Telephone number: (510) 540-0550

10. Facsimile number: (510) 540-0552

11. Email address: irma.harris@sunpowercorp.com

12. Equipment
vendor's Name: SunPower Corporation, Systems

13. Business Address: (1) 1414 Harbour Way South

(2)

(3)

Richmond CA 94804
(City) (State) (Zip Code)

14. Telephone number:

15. Facsimile number:

16. Email address:

17. Independent Monitor's
Name: William P. Short III

18. Business Address: (1) PO Box 237173

(2)

(3)

New York NY 10023-7173
(City) (State) (Zip Code)

19. Telephone number: 917-206-0001

20. Facsimile number: 201-970-3707

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21. Email address: w.shortiii@verizon.net
22. The ISO-New England asset identification number, if applicable: 32910 or N/A: ☐
23. The GIS facility code, if applicable: _____ or N/A: ☒
24. If Class I, please identify type of source below:
☐ solar hot water heating, ☐ wind generation and/or ☐ other generation _____
If other type of generation, provide a description. (Attach as "Exhibit A")
25. A list and description of the equipment used at the facility, including the meter and, if applicable, the inverter (Attach as "Exhibit B")
See Tab "Exhibit B"
26. A copy of the interconnection agreement pursuant to Puc 307.06, if applicable, between the applicant and the distribution utility. (Attach as "Exhibit C" or N/A ☒)
27. A signed attestation by the owner/applicant that the project is installed and operating in conformance with any applicable building codes. (Attach as "Exhibit D" or N/A ☒)
28. For an installation with electric output, documentation of the applicable distribution utility's approval of the installation. (Attach as "Exhibit E" or N/A ☒)
29. This application and all future correspondence should be sent to:
Ms. Debra A. Howland
Executive Director and Secretary
State of New Hampshire
Public Utilities Commission
21 S. Fruit St, Suite 10
Concord, NH 03301-2429

30. Preparer's Information:

Name: Corey Schultz

Title: ASSET MANAGER


Address: (1) 1716 Lawrence Dr

(2) _____

(3) _____

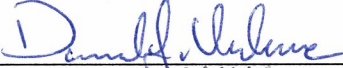
Depere WI 54115
(City) (State) (Zip Code)

Preparer's Signature


Corey Schultz

Date: 5/20/10

Owner's Signature

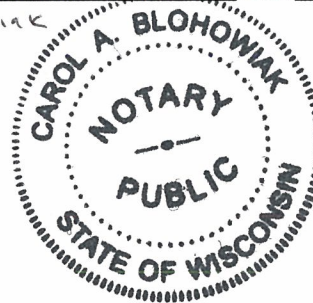

DAN VERBANAC

Date: 5/21/2010

Notary's Signature


Carol Blohowiak

Date: 5/21/2010



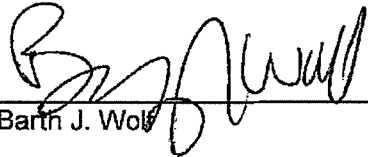
**CERTIFICATE OF THE SECRETARY
OF
INTEGRYS ENERGY SERVICES, INC.**

The undersigned, Barth J. Wolf, does hereby certify that:

1. He is the duly elected, qualified and acting Secretary of IntegrYS Energy Services, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin (the "Corporation").
2. The Corporation executed a Service Agreement with Crimson Solar, LLC dated as of May 21, 2010 ("Service Agreement"), pursuant to which the Corporation provides various services in support of Crimson Solar, LLC's distributed solar electric generation business in the Commonwealth of Massachusetts.
3. Mr. Corey E. Schultz is an employee of the Corporation.
4. As an employee of the Corporation, pursuant to the terms of the Service Agreement, Mr. Schultz is authorized to perform certain renewable energy credit registration, compliance, procurement and sale services, which include completing the Commonwealth of Massachusetts Department of Energy Resources Statement of Qualification Application.

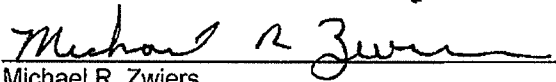
IN WITNESS WHEREOF, the undersigned has executed this instrument, effective this 24th day of May, 2010.

By:


Barth J. Wolf

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me the 24th day of May, 2010, the above-named Barth J. Wolf, to me known to be the Secretary of IntegrYS Energy Services, Inc. and to me known to be the person who executed the foregoing instrument and acknowledges the same.


Michael R. Zwiers
Notary Public, Brown County, Wisconsin
My commission expires: October 14, 2012

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Service Agreement") is made and entered into as of the 21st day of May, 2010, by and between CRIMSON SOLAR, LLC, a Delaware limited liability company (the "Client Company"), and INTEGRYS ENERGY SERVICES, INC., a Wisconsin corporation (the "Service Company").

RECITALS

A. The Service Company and the Client Company desire to enter into this Service Agreement whereby the Service Company agrees to provide, and the Client Company agrees to accept and pay for, various services in support of Client Company and Client Company's distributed solar electric generation business in the Commonwealth of Massachusetts (and in any other market as agreed to by the parties) and as provided herein; and

B. Economies and efficiencies benefiting the Client Company will result from the performance by the Service Company of services as herein provided.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Service Agreement covenant and agree as follows:

ARTICLE I SERVICES

1.1. Services Provided. The Service Company shall furnish to the Client Company, if requested by the Client Company, upon the terms and conditions hereinafter set forth, such of the services described in Appendix A attached hereto, at such times, for such periods and in such manner as the Client Company may from time to time request and which the Service Company concludes it is able to perform. The Service Company shall also provide the Client Company with such special services, in addition to those services described in Appendix A hereto, as may be requested by the Client Company from time to time and which the Service Company concludes it is able to perform. In supplying such services, the Service Company may, where it deems appropriate, arrange for or utilize the services of such internal or external experts, consultants, advisers, subcontractors, and other persons with necessary qualifications as are required for or pertinent to the performance of such services.

1.2. Acceptance of Services. The Client Company shall take from the Service Company such of the services described in Section 1.1, and such additional general or special services, whether or not now contemplated, as are requested from time to time by the Client Company and which the Service Company concludes it is able to perform.

1.3. Assignment of Service Costs. The services described herein shall be directly assigned by activity, project, program, work order, work group, particular personnel or other appropriate basis. The Client Company shall have the right from time to time to amend, alter or rescind any activity, project, program or work order provided that (i) any such amendment or alteration which results in a material change in the scope of the services to be performed is agreed to by the Service Company, (ii) the Costs (as that term is defined in Section 2.3 below) for the services covered by the activity, project, program or work order shall include

any expense incurred by the Service Company as a direct result of such amendment, alteration or rescission of the activity, project, program or work order, and (iii) no amendment, alteration or rescission of an activity, project, program or work order shall release the Client Company from liability for all Costs already incurred by or contracted for by the Service Company pursuant to the activity, project, program or work order, regardless of whether the services associated with such Costs have been completed.

1.4. Limited Warranty; Disclaimers. Subject to the terms and conditions of this Service Agreement, the Service Company warrants that the services described herein will be performed consistently within the range of standard and reasonable practices of the industry performing similar services (the "Limited Warranty"). Any claim for breach of the Limited Warranty must be provided to the Service Company in writing within ninety (90) days after the particular incident of service giving rise to such claim occurs (the "Warranty Period"). The Service Company's sole obligation and the Client Company's exclusive remedy in the event of a breach of the Limited Warranty of which the Service Company is notified in writing within the applicable Warranty Period shall be for the Service Company to reperform the non-conforming service, promptly and at no additional charge to the Client Company. THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, THE SERVICE COMPANY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

ARTICLE II COMPENSATION

2.1. Compensation for Services. As compensation for the services to be rendered hereunder, the Client Company shall pay to the Service Company all Costs which reasonably can be identified that are related to or arise from services performed by the Service Company for or on behalf of the Client Company.

2.2. Monthly Billing. The Service Company shall render a monthly bill to the Client Company which shall reflect the billing information necessary to identify the Costs charged for the preceding month. The bill for a given month shall be furnished to the Client Company by the 15th day of the following month, and shall be paid by the Client Company on or before the last day of that following month.

2.3. Service Costs. It is the intent of the parties that the payment for services rendered by the Service Company under this Service Agreement shall cover all of the Service Company's Costs. "Costs" shall mean all direct and indirect costs of the Service Company's performing and providing the services, including both directly assigned costs and allocated shares of general and indirect costs incurred by the Service Company in doing business. The Costs shall include, but not be limited to, salaries and wages, office supplies and expenses, employee expenses, material costs, information systems, technology, software, transportation charges, outside vendors and services employed, property insurance, injuries and damages, employee pensions and benefits, taxes, miscellaneous general expenses, administration costs,

rents, maintenance of structures and equipment, depreciation and amortization, other overhead, and compensation for use of capital at the Service Company's customary rates in effect from time to time. Certain directly assigned Costs will be calculated as described in Appendix A. Allocations of shares of general and indirect Costs shall be made in accordance with the Service Company's standard procedures in effect from time to time.

ARTICLE III TERM

3.1. Term. This Service Agreement shall become effective on the date hereof and shall continue in force unless and until it is terminated by either party by giving not less than thirty (30) days' prior written notice to the other party; provided, however, this Service Agreement may be terminated by either party upon one (1) days' written notice in the event of a change in control of the other party. This Service Agreement may also be subject to termination or modification at any time, without notice, if and to the extent performance under this Service Agreement may conflict with any applicable law (statutory or otherwise), ordinance, rule, regulation, bylaw or code of any governmental or regulatory authority, whether federal, state or local.

ARTICLE IV MISCELLANEOUS

4.1 Amendment and Modification. This Service Agreement may be amended, modified, or supplemented only through a writing signed by all of the parties hereto.

4.2 Waiver of Compliance; Consents. Any failure of a party to comply with any obligation, covenant, agreement, or condition herein may be waived by the other party; provided, however, that any such waiver shall be effective only if made by a written instrument signed by the party granting such waiver, and any such written waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

4.3 Assignment. This Service Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Service Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Nothing in this Service Agreement, expressed or implied, is intended or shall be construed to confer upon any person or entity other than the parties and any of their respective successors and permitted assigns, any rights, remedy, or claim under or by reason of this Service Agreement or any provisions herein contained.

4.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, sent via confirmed facsimile transmission, or mailed by registered or certified mail (return receipt requested) to the party to be notified at its address or facsimile number as set forth below.

If to Client Company:

Crimson Solar, LLC
1716 Lawrence Drive

De Pere, Wisconsin 54115
Attn: Daniel J. Verbanac, Vice President
Fax: (920) 617-6253

If to Service Company:
Integrus Energy Services, Inc.
1716 Lawrence Drive
De Pere, Wisconsin 54115
Attn: Contract Administration
Fax: (920) 627-6070

Notices shall be effective upon receipt. A party may change its address or facsimile number for notices by giving written notice of the change to the other party in accordance with this section.

4.5 Headings. The article and section headings contained in this Service Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Service Agreement.

4.6 Severability. If any one or more provisions contained in this Service Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Service Agreement, and this Service Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.7 Disclaimer of Damages. Notwithstanding anything to the contrary herein, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR REVENUES OR FOR ANY OTHER INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, CONTINGENT OR INDIRECT LOSSES OR DAMAGES ARISING FROM THIS SERVICE AGREEMENT OR ITS PERFORMANCE OR BREACH, OR FROM ANY ACT OR OMISSION UNDER OR IN CONNECTION WITH THIS SERVICE AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

4.8 Liability Cap. Notwithstanding anything to the contrary herein, in no event shall the Service Company's total liability under this Service Agreement, whether for breach of contract, breach of warranty, tort (including negligence and strict liability) or under any other theory of law or equity, exceed an amount equal to the aggregate amount of Costs actually paid to the Service Company hereunder by the Client Company.

4.9 Governing Law. This Service Agreement shall be governed by and construed in accordance with the domestic laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

4.10 Execution In Counterparts. To facilitate execution, this Service Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party appear on each counterpart; but it

shall be sufficient that the signature of, or on behalf of, each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Service Agreement to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, the parties.

4.11 Force Majeure. "Force Majeure" shall mean in respect of a party (the "Excused Party") an event beyond the reasonable control of such Excused Party which prevents or delays such Excused Party from performing all or some of its obligations under this Service Agreement (except for the obligation to pay money when due), including, without limitation, war, hostilities, civil disturbances, any kind of local or national emergency, acts of terrorism, riot, fire, flood, hurricane, storm, earthquake, concealed or subterranean conditions, power failure or power surge, epidemic, explosion, sabotage, act of God, acts or failures to act by governmental authorities (including failure to issue, delay in issuing, or revocation of, permits, licenses, approvals and consents, except to the extent such failure, delay or revocation is due solely to the gross negligence or willful misconduct of the party claiming an excuse), acts or failures to act of a third party, strike, slowdown or other labor unrest or dispute, delay of carriers, failure of the usual modes of transportation, embargo, or change in applicable law from that in effect on the date hereof. Neither party shall be liable to the other for any failure of or delay in performance of any of its obligations under this Service Agreement (other than failure to make any payment at the time due and owing) to the extent due to the occurrence of a Force Majeure affecting such party. Each party shall notify the other party promptly of the occurrence of any Force Majeure and its expected duration, and shall resume full performance under this Service Agreement as promptly as practicable after such Force Majeure has terminated.

4.12 Independent Contractor. The Service Company is an independent contractor, and nothing in this Service Agreement shall constitute or create a joint venture, partnership, agency or other similar arrangement between the parties. Neither party is authorized to act as agent for the other party, except as otherwise expressly agreed to in writing by the parties.

4.13 Entire Agreement. This Service Agreement, together with Appendix A attached hereto, represents the entire undertaking and agreement of the parties with respect to the subject matter hereof, superseding all prior and contemporaneous agreements, representations, warranties, undertakings, and understandings by and between the parties with respect to said subject matter, whether oral or written.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed as of the date and year first above written.

CRIMSON SOLAR, LLC

By: 

Name: Daniel J. Verbanac

Title: Vice President

INTEGRYS ENERGY SERVICES, INC.

By: 

Name: William J. Guc

Title: Vice President – Finance and
Accounting and Controller

APPENDIX A
DESCRIPTION OF SERVICES AND
DETERMINATION OF CERTAIN CHARGES FOR SERVICES

- I. Certain directly assigned Costs will be determined as follows: the Service Company will maintain an accounting system for accumulating Costs on an activity, project, program, work order, work group, particular personnel or other appropriate basis. To the extent practicable, time records of hours worked by Service Company employees will be kept by activity, project, program or work order. Charges for salaries and wages will be determined from such time records and will be computed on the basis of employees' effective hourly rates, including the cost of fringe benefits and payroll taxes. Records of employee-related expenses and other Costs will be maintained for each service provided by the Service Company hereunder (hereinafter referred to as the "Services"). Where identifiable to a particular activity, project, program or work order, such Costs will be directly assigned to such activity, project, program or work order.
- II. The Service Company's Costs accumulated in an activity, project, program, or work order for Services performed for the Client Company will be directly assigned and charged to the Client Company. In addition, allocations of shares of general and indirect Costs shall be made in accordance with the Service Company's standard procedures in effect from time to time and charged to the Client Company, as described in the Service Agreement.
- III. A description of the Services, which may be modified from time to time upon mutual agreement of the parties, is set forth below. The Service Company shall perform such of these Services, at such times, for such periods and in such manner as the Client Company may from time to time request and which the Service Company concludes it is able to perform, all subject to the terms and conditions of the Service Agreement.
 - 1) Human Resource Services
 - 2) Administrative Services
 - 3) Competitive Excellence & Project Management Services
 - 4) Accounting / Finance / Treasury / Tax Services
 - 5) Credit Services
 - 6) Sales & Marketing Services
 - 7) Account Management Services
 - 8) Risk Administration Services
 - 9) Supply / Load Forecasting /Nominating / Pricing Services

- 10) Legal, Regulatory & Audit Services
- 11) Insurance Services
- 12) Asset Management, Operations & Maintenance Services
- 13) Renewable Energy Credit Registration, Compliance, Procurement & Sale Services
- 14) Information Technology Services
- 15) Facilities Services



Exhibit F - Interconnection Service Agreement

1. **Parties.** This Interconnection Service Agreement ("Agreement"), dated as of December 9, 2009 ("Effective Date") is entered into, by and between NSTAR Electric, a Massachusetts corporation with a principal place of business at One NSTAR Way, Westwood, MA 02090 (hereinafter referred to as the "Company"), and Crimson Solar, LLC, a Massachusetts corporation with a principal place of business at 1716 Lawrence Drive, DePere, WI 54115 ("Interconnecting Customer"). (The Company and Interconnecting Customer are collectively referred to as the "Parties"). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.
2. **Basic Understandings.** This Agreement provides for parallel operation of an Interconnecting Customer's Facility with the Company EPS to be installed and operated by the Interconnecting Customer at 395 Arsenal Street, Building 311, Watertown, MA 02472, Account#: 2639-984-1027 (Facility name, address, and end-use customer account number, if applicable). A description of the Facility is located in Attachment 2. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company's Retail Customer, attached as Exhibit G to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement.

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized ("Authorization Date").

3. **Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.
4. **Termination**
 - 4.1 This Agreement may be terminated under the following conditions.
 - 4.1.1 The Parties agree in writing to terminate the Agreement.
 - 4.1.2 The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.
 - 4.1.3 The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.
 - 4.1.4 The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.



4.1.5 The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Department regulations or state law that have a material adverse effect on the Company's ability to perform its obligations under the terms of this Agreement.

4.2 **Survival of Obligations.** The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.

4.3 **Related Agreements.** Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. **General Payment Terms.** The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 4 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff. If the system modifications exceed \$25,000, Attachment 4 will include a payment and construction schedule for both parties.

5.1 **Cost or Fee Adjustment Procedures**

The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

5.2 **Final Accounting.** Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.



6. Operating Requirements.

6.1 General Operating Requirements

Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of this Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

6.2 No Adverse Effects; Non-interference

Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3 Safe Operations and Maintenance

Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC.



The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

6.4 Access.

The Company shall have access to the disconnect switch of the Facility at all times.

6.4.1. Company and Interconnecting Customer Representatives.

Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

6.4.2 Company Right to Access Company-Owned Facilities and Equipment.

If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

6.4.3 Right to Review Information.

The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

7. Disconnection

7.1 Temporary Disconnection

7.1.1 Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected.

Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS.



To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

7.1.2 Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

7.1.3 Forced Outages. During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

7.1.4 Non-Emergency Adverse Operating Effects. The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.

7.1.5 Modification of the Facility. Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

7.1.6 Re-connection. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

7.2 Permanent Disconnection.

The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

7.2.1 The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.



8. **Metering.** Metering of the output from the Facility shall be conducted pursuant to the terms of the Interconnection Tariff.
9. **Assignment.** Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.
10. **Confidentiality.** Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.
11. **Insurance Requirements.**
 - 11.1 **General Liability.**
 - 11.1(a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
 - i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
 - ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
 - iii. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
 - iv. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for as provide below in subsection 11.1(b).



- 11.1(b) Pursuant to 220 CMR 18.03(2), no insurance is required for customers with facilities eligible for Class 1 Net Metering (facilities less than or equal to sixty (60) kW. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.
- 11.1(c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 11.1(d) The general liability insurance required to be purchased in this Section 11 may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.
- 11.1(e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.
- 11.1(f) In the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, G.L. c. 258 (hereinafter referred to as the "Governmental Entity") is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of G.L. c. 258 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of G.L. c. 258 by the Governmental Entity.
- 11.1(g) Notwithstanding the requirements of section 11.1(a) through (f), insurance for certain Governmental Entity facilities may be provided as set forth in section 11.1(g)(i) and (ii) below. Nothing herein changes the provision in subsection 11.1(a)(iv) that exempts Class I Net Metering facilities (less than or equal to 60 kW) from the requirement to obtain insurance. In addition, nothing shall prevent the Governmental Entity from obtaining insurance consistent with the provisions of subsection 11.1(a) through (f), if it is able and chooses to do so.
 - (i) For solar photovoltaic (PV) facilities with a Gross Nameplate Rating in excess of 60 kW up to 500 kW, the Governmental Entity is not required to obtain liability insurance. Any liability costs borne by the Company associated with a third-party claim for damages in excess of the claims limit of the Massachusetts Tort Claims Act, M.G.L. c. 258, and market-based premium-related costs, if any, borne by the Company associated with insurance for such third-party claims shall be recovered annually on a reconciling basis in Company rates in a manner that shall be reviewed and approved by the Department.



- (ii) For (a) PV facilities with a Gross Nameplate Rating in excess of 500 kW up to 5 MW, (b) wind facilities with a Gross Nameplate Rating in excess of 60 kW up to 5 MW, and (c) highly efficient combined heat and power facilities with a Gross Nameplate Rating of in excess of 60 kW up to 5 MW, the Governmental Entity is not required to obtain liability insurance, subject to the requirements of the following paragraph.

The Company shall either self-insure for any risk associated with possible third-party claims for damages in excess of the Massachusetts Tort Claims Act limit, or obtain liability insurance for such third-party claims, and the Company is authorized to charge and collect from the Governmental Entity its pro-rata allocable share of the cost of so doing, plus all reasonable administrative costs. The coverage and cost may vary with the size and type of facility, and may change (increase or decrease) over time, based on insurance market conditions, and such cost shall be added to, and paid for as part of the Governmental Entity's electric bill.

11.2 Insurer Requirements and Endorsements.

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (c) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such -insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnecting Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnecting Customer's written Notice to Company, the requirements of clause (a) shall be waived.

11.3 Evidence of Insurance.

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications, and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above.



The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company

11.4 Self Insurance.

If Interconnecting Customer has a self-insurance program established in accordance with commercially acceptable risk management practices. Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the Company:

- Interconnecting Customer shall provide to Company, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure, Interconnecting Customer agrees to promptly obtain the coverage required under Section 11.1.

This section shall not allow any Governmental Entity to self-insure where the existence of a limitation on damages payable by a Government Entity imposed by the Massachusetts Tort Claims Act, G.L. c. 258, or similar law, could effectively limit recovery (by virtue of a cap on recovery) to an amount lower than that required in Section 11.1(a).

11.5 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

NSTAR Electric]
Attention: J.V. Feraci
One NSTAR Way
Mailstop: SUMSW390
Westwood, MA 02090 (specific requirements)



- 12. Indemnification.** Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.
- 13. Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 14. Amendments and Modifications** No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
- 15. Permits and Approvals** Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the interconnecting customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.
- 16. Force Majeure** For purposes of this Agreement, "Force Majeure Event" means any event:
- a. that is beyond the reasonable control of the affected Party; and
 - b. that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lighting, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event.



The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

17. Notices

17.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company:

Name: NSTAR Electric

Attention: Joseph V. Feraci, Jr.

Mail Stop SUMSW390

One NSTAR Way

Westwood, MA 02090

Phone: 781-441-8196

FAX: 781-441-8721

If to Interconnecting Customer:

Name: Crimson Solar, LLC

Attention: Contract Administrator

Address: 1716 Lawrence Drive

City: DePere, WI 54115

Phone: 920-617-6067

FAX: 920-617-6070

17.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 16.1.

17.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.



18. Default and Remedies.

18.1 Defaults. Any one of the following shall constitute "An Event of Default."

- (i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- (ii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

18.2 Remedies. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a. Continue to perform and enforce this Agreement;
- b. Recover damages from the defaulting Party except as limited by this Agreement;
- c. By written notice to the defaulting Party terminate this Agreement;
- d. Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

19. Entire Agreement. This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.

20. Supercedence. In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Department approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.



21. **Governing Law.** This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
22. **Non-waiver.** None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
23. **Counterparts.** This Agreement may be signed in counterparts.
24. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
25. **Dispute Resolution.** Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.
26. **Severability.** If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.
27. **Signatures**
IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

Interconnecting Customer

By: [Signature]
Name: Mark A. Rattue
Title: President

Company

By: [Signature]
Name: David N. Le
Title: Manager, Technical Center



The following attachments will be included as appropriate for each specific Interconnection Service Agreement.

- Attachment 1: Definitions (See Section 1.2 of Tariff)
- Attachment 2: Description of Facilities, including demarcation of Point of Common Coupling
- Attachment 3: Description of System Modifications (N/A)
- Attachment 4: Costs of System Modifications and Payment Terms (N/A)
- Attachment 5: Special Operating Requirements, if any (N/A)
- Attachment 6: Third Party Owner Agreement (N/A)



Attachment 1 – Definitions
(See Section 1.2 of Tariff)



Attachment 2
Description of Facilities, including demarcation
of Point of Common Coupling

OWNERS PULLING THEIR OWN PERMIT OR DEALING WITH UNREGISTERED CONTRACTORS FOR APPLICABLE HOME IMPROVEMENT WORK DO NOT HAVE ACCESS TO THE ARBITRATION PROGRAM OR GUARANTY FUND UNDER MGL c. 142A

Permit No. 0550 - 09

Town of Watertown



OFFICE OF INSPECTOR OF BUILDINGS

(617) 972-6480

Watertown, MA

10/20/2009 0:00:00

D.P.W.

Non-excavating permit required before
any vehicle drives over curbs,
grass plots or sidewalks

PERMIT TO BUILD

k wind Inc Stephen Kelleher, President

THIS IS TO CERTIFY THAT

Install 500 kw solar photo array system on roof of Bldg 311

has permission to erect a

311 ARSENAL ST

on lot No. Street and No.

providing that the person accepting this permit shall in every respect conform to the terms of the application on file in this office, and to the provisions of the Statutes and Ordinances relating to the construction of Buildings in the Town of Watertown. Any Violation of any of the terms above noted shall cause an immediate revocation of this permit.

Under the Acts of 1972 Chapter 802 applicant shall comply to the Commonwealth of MA State Building Code, 7th Edition.

Inspector of Buildings.

K.E. Thompson

Ken Thompson

This Card Must Be Displayed in a Conspicuous Place on The Premises and Not Torn down or Removed

No Insulating to be Done until approved by the Inspectors

No Footings / foundations to be poured until excavation has been inspected

No new building to be occupied until the occupancy permit has been issued

ELECTRIC WIRING	
ROUGH	12/13/09 OK MP
FINISH	12/16/09 OK MP

PLUMBING	
ROUGH	
FINISH	

EXCAVATION	
FRAME	
FINAL	

Exhibit D

SUNPOWER

December 23, 2009

Scott Johnson
Energy Asset Manager
Integrus Energy Services, INC.
1716 Lawrence Drive
DePere, WI 54115

Subject: Substantial Completion

Dear Mr. Johnson,

It is my pleasure to inform you that the solar project at 311 Arsenal St, Watertown, MA, herein known as The System, is Substantially Complete in accordance with the Contract between SunPower Corporation Systems and Crimson Solar LLC, dated July 30, 2009, herein known as The Contract.

- The System is mechanically, electrically, and structurally constructed according to the design specified in the Construction Drawings and in full accordance with the Statement of Work.
- SunPower has commissioned the System according to the procedures set forth in Schedule 1B of the Contract, *excluding validated IV Curve string test results, which are pending validation by 1/31/10.*
- The System has been approved and permitted by the local Authority Having Jurisdiction, the Watertown Building Department. These complete Applicable Permits have been delivered to you under separate cover. As of December 23, 2009, the System is interconnected the NSTAR utility grid, via the Host Site's primary electrical service.

Considering the points above, I hereby submit to you The System is Substantially Complete in full accordance with Section 13 of The Contract. I have attached a Certificate of Substantial Completion for your counter-signature. Please sign and return this document to me at your earliest convenience.

Best regards,


Sam Pratt
Project Manager
SunPower Corporation, Systems

SUNPOWER

NOTICE OF SUBSTANTIAL COMPLETION

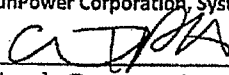
Crimson Solar, LLC
1716 Lawrence Drive
De Pere, WI 54115
Attn: Scott E. Johnson

NOTICE IS HEREBY GIVEN THAT:

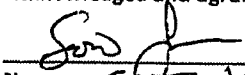
1. The solar electric generation project located at 311 Arsenal St, Watertown, MA (the "System"), is Substantially Complete (as defined below) in accordance with the Engineering, Procurement and Construction Agreement dated as of July 30, 2009 between SunPower Corporation Systems ("SunPower") and Crimson Solar LLC (the "Contract") on December 23, 2009. For purposes of this notice, "Substantial Completion" means:
 - a. The System is mechanically, electrically, and structurally constructed in accordance with Schedule 4.1 of the Contract and is complete, except for non-critical punchlist items;
 - b. The medium voltage infrastructure and the grid connection for the System are mechanically, electrically and functionally complete and the System is interconnected with the local utility;
 - c. The commissioning of the System, including successful completion of the performance tests pursuant to the procedures set forth in Schedules 1B and 4.6 of the Contract, was completed and documentation provided.
 - d. The complete Applicable Permits (as defined in the Contract) necessary for the construction and operation of the System were obtained by SunPower and delivered to you under separate cover.
 - e. As of December 23, 2009, the System is interconnected to the NSTAR utility grid, via the Host (as defined in the Contract) Site's primary electrical service and is able to deliver electric energy to the Host.
2. As such, the placed-in-service date for the System is December 23, 2009. From this date forward, the System is energized and will deliver electric energy to the Host.
3. The undersigned is the owner of the interest or estate stated below in the property described herein.
4. The full name of the owner is: Crimson Solar, LLC.
5. The address of the owner is: 1716 Lawrence Dr, DePere, WI, 54115.
6. The name of the original contractor, if any, for such work of improvement is: Lighthouse Electrical Contracting, Inc.

SunPower Corporation, Systems

Dated: December 23, 2009


[Name] Samuel T Pratt
[Title] Project Manager

Acknowledged and agreed by a duly authorized representative of Crimson Solar, LLC:


Name: SCOTT JOHNSON
Title: ENERGY ASSET MANAGER
Date: 12-23-09

SUNPOWER

December 23, 2009

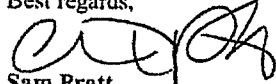
Scott Johnson
Energy Asset Manager
Integrus Energy Services, INC.
1716 Lawrence Drive
DePere, WI 54115

Subject: IV Curve Testing

Dear Mr. Johnson,

SunPower's commissioning team has completed their commissioning of the System at 311 Arsenal, in Watertown. However, our data validation team is not available to review the results of the IV Curve testing. Therefore, I have not provided this report. Our commissioning technician has expressed some doubts about the validity of the data, as there was low irradiance on the day of the testing, and his IV trace equipment had some technical issues. Therefore, I respectfully request that you please accept the system as Substantially Complete today, and extend the deadline for the IV curve test results until January 31, 2010. If there is a need to re-test the strings, SunPower will do so at its own expense.

Best regards,



Sam Pratt
Project Manager
SunPower Corporation, Systems

Harvard
10763

SCHEDULE 4.6

12-19-09

Substantial Completion Commissioning Plan for System

✓	Overall Site Condition	Inspect general condition of the Site. Verify cleanliness of Site, structure, and tiles. Confirm 'Danger' signage is erected and check security and safety features are in place.
✓	Installed Equipment	Verify that all equipment on construction drawings is installed per design documents and manufacturer's specifications.
✓	PV Mounting	Verify that all modules are properly placed, spaced and aligned. Check for cracks and other defects in each module. Verify that condition frames and clamps are in place. Evaluate the potential degree of soiling that may occur, assess any shading issues, and review any clearance concerns and obstacles for the modules.
✓	Array Wiring	Check the grounding integrity, all wiring connections, and the wire condition.

✓	Combiner Box and Terminal Boxes	Check for loose wires and conduit, door seals, fuses and all wiring connections. Verify that the correct signage and labeling is in place.
✓	Inverter	Follow manufacturer start up and commissioning procedures.
✓	AC/DC Disconnect	Inspect each disconnect and ensure the proper positioning. Also, check that the appropriate safety signage is in place.

✓	Data Acquisition System ("DAS")	Inspect the DAS logger and the phone line. Verify that operational data is collected. ✓
✓	Power Meter	Calibrate the DAS meter against utility grade monitor.
✓	Weather Station	Check functionality of meteorological sensors.

✓	Test Open Circuit Voltage (All Strings)	
✓	Test DC Amperage (All Strings)	

✓ IV Curves

Johnson, Scott

From: Newell100@aol.com
Sent: Wednesday, December 23, 2009 12:37 PM
To: Johnson, Scott
Cc: Samuel.Pratt@sunpowercorp.com; herb@lighthouse-electrical.com; ssullivan@lighthouse-electrical.com
Subject: Arsenal Witness Test

Scott and Sam,

The witness test was successfully conducted today at 10:00 am. I asked how soon the letter would be issued and he said that he would try to push Joe to get it out as soon as possible. It usually takes 3-5 days, so hopefully they will send it next week.

In attendance were Scott Sullivan, Bill Norcott, Dave Nelson, Rob Weikel and two engineers from Solar Design Associates.

The system was left on, and it is producing power. When we left, each inverter was producing approximately 44 kW, even with some snow cover.

Best wishes to you and your families for a happy Holiday.

Sincerely,

Newell

12/23/2009



ATTACHMENT 2

CERTIFICATE OF COMPLETION
SIMPLIFIED PROCESS INTERCONNECTION

Installation Information

☐ Check if owner-installed

Interconnecting Customer: Harvard University Contact Person: Greer Gainer

Mailing Address: Holyoke Center, 813, 1350 Massachusetts Avenue, Cambridge, MA 02138

Location of Facility (if different from above): 395 Arsenal Street, Building 311

City: Watertown State: MA Zip Code: 02472

Telephone (Daytime): 510-260-8312 (Evening): _____

Facsimile Number: _____ E-Mail Address: ggainer@sunpowercorp.com

Electrician:

Name: Lighthouse Electrical Contracting, Inc.

Mailing Address: 59 North Avenue

City: Rockland State: MA Zip Code: 02370

Telephone (Daytime): 781-261-9711 (Evening): 401-258-6357

Facsimile Number: 781-261-9772 E-Mail Address: nthomas@lighthouse-electrical.com

License number: 17477A

Date Approval of Install Facility granted by the Company: _____

Application ID number: _____

Inspection:

The system has been installed and inspected in compliance with the local Building/Electrical Code of

Mass.
(City/County)

Signed: *George Pizzuto* *Wire Inspector*
Local Electrical Wiring Inspector, or attach signed electrical inspection

Name (printed): George Pizzuto Date: 12/3/09

As a condition of interconnection you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert Company's name below):

Name: Joe Feraci
Company: NSTAR Electric
Mail 1: One NSTAR Way
Mail 2: Mailstop: SW340
City, State ZIP: Westwood, MA 02090
Fax No.: 781-441-3191



One NSTAR Way, SUM SW-390, Westwood, MA 02090-9230

January 4, 2010

**Crimson Solar, LLC
1716 Lawrence Drive
DePere, WI 54115**

RE: ID# 1435, 250 kW Photovoltaic System

Dear Contract Administration,

NSTAR has received all documentation with regards to your recently installed Photovoltaic system located at **395 Arsenal St, Building 311, Watertown, MA.** Approval is now granted for your system to be interconnected to the NSTAR electrical grid.

An invoice is attached to this letter for the performance of the witness test that was successfully completed on **December 23, 2009.** Please remit payment at your earliest convenience.

NSTAR wishes you the best with your new system and hope that you get many years of use.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph V. Feraci, Jr.", written in a cursive style.

Joseph V. Feraci, Jr.
Interconnection Program Manager
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CC: Sunpower Corporate
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Attn: Greer Gainer